

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000009446**  
**Red River Computer Co**  
**85 Mechanic St Ste 400**  
**Lebanon NH 03766**  
**USA**

<b>Contract ID</b> 0000000000000000000012168		<b>Page</b> 1 of 3
<b>Contract Dates</b> 09/20/2007 to 09/30/2009		<b>Origin</b> CPS
<b>Description:</b> CPS-PANASONIC TOUGHBOOK 3x PC		<b>Contract Maximum</b> \$999,999.00
<b>Buyer Name</b> McIntyre, John	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 603-448-8880**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		PANASONIC TOUGHBOOK CF-3x COMPUTERS:	EA	4,345.50000	0.00	0.00

MODEL PANASONIC CF-3x - FOR PUBLIC SAFETY; INTEL 1.6Ghz 13.3AGA-TCH 2GB BT FP TPM1.2 WL XPP/VISTA EMISSIVE BACKLIT  
KEYBOARD DUAL PASS.  
CHANGES TO THE BASE CF-3X CONFIGURATION SHOWN ABOVE CAN BE PURCHASED ON THIS CONTRACT.

WARRANTY: 3 YEARS.

**PRICING DETAIL:**

#CF-3x PANASONIC CF-3x SERIES FOR PUBLIC SAFETY \$4133.50 EA.

#CF-VX PANASONIC COMBO DRIVE \$212.00 EA.

### CONTRACT TERMS AND ADDITIONAL INFORMATION

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 \*\* REPORT DUE: APRIL 15

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000009446**  
**Red River Computer Co**  
**85 Mechanic St Ste 400**  
**Lebanon NH 03766**  
**USA**

<b>Contract ID</b> 0000000000000000000012168		<b>Page</b> 2 of 3
<b>Contract Dates</b> 09/20/2007 to 09/30/2009	<b>Origin</b> CPS	
<b>Description:</b> CPS-PANASONIC TOUGHBOOK 3x PC	<b>Contract Maximum</b> \$999,999.00	
<b>Buyer Name</b> McIntyre, John	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 603-448-8880**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
REPORTING PERIOD: APRIL 1 - JUNE 30 ** REPORT DUE: JULY 15						
REPORTING PERIOD: JULY 1 - SEPTEMBER 30 ** REPORT DUE: OCTOBER 15						
REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 ** REPORT DUE: JANUARY 15						

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

JOHN MCINTYRE  
PURCHASING AGENT  
802-828-2210  
FAX 802-828-2222  
[john.mcintyre@state.vt.us](mailto:john.mcintyre@state.vt.us)

ORDERING:  
PHONE (603) 448-8880  
FAX (603) 448-8844

RFP DATED JULY 24, 2007 AND RESPONSE TO RFP OPENED AUGUST 9, 2007 ARE MADE A PART OF THIS CONTRACT.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL ONE YEAR TERM WITH OPTION TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS.

\*\*\*\*\*AMENDMENT #1\*\*\*\*\*

JUNE 3, 2008- AMENDMENT NUMBER ONE IS ISSUED TO DELETE THE REFERENCE TO PANASONIC MODEL # CF30-CASLZBM WHICH HAS BEEN DISCONTINUED AND WAS REPLACED BY MODEL # CF-30FASTXAM. THERE ARE NO OTHER CHANGES TO THE CONTRACT, THE PRICE, TERMS AND CONDITIONS REMAIN UNCHANGED.

\*\*\*\*\*AMENDMENT #2\*\*\*\*\*

01/27/2009 - AMENDMENT #2 IS ISSUED TO EXTEND THIS CONTRACT FOR A PERIOD OF ONE YEAR. THE NEW EXPIRATION DATE OF THE CONTRACT WILL BE 09/30/2009. THE DESCRIPTION OF ITEM ONE HAS BEEN MODIFIED TO NOTE CHANGES IN PANASONIC PART NUMBER NOMENCLATURE. THE SUPPLIER HAS AGREED TO RENEW THE AGREEMENT UNDER THE SAME PRICING, TERMS AND CONDITIONS.

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000009446**  
**Red River Computer Co**  
**85 Mechanic St Ste 400**  
**Lebanon NH 03766**  
**USA**

<b>Contract ID</b> 0000000000000000000012168		<b>Page</b> 3 of 3
<b>Contract Dates</b> 09/20/2007 to 09/30/2009		<b>Origin</b> CPS
<b>Description:</b> CPS-PANASONIC TOUGHBOOK 3x PC		<b>Contract Maximum</b> \$999,999.00
<b>Buyer Name</b> McIntyre,John	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 603-448-8880**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_